

REMARKS

[0001] The following paragraphs are numbered for ease of future reference. Entry of this Amendment is proper under 37 C.F.R. §1.116 since no issues are raised and the claim amendments move subject matter of dependent claims 4, 11 and 16 into independent claims 1 and 7-8, respectively. Claims 1-3, 5-10 and 12-18 are all the claims presently pending in this application. Claims 1, 7 and 8 have been amended to more particularly define the claimed invention, and claims 4, 11 and 16 have been canceled accordingly.

[0002] Applicant further respectfully submits that no new matter is added to the currently amended claims, nor has the scope of the pending claims changed. Applicant respectfully traverses the rejections based on the following discussion.

I. OBJECTION TO THE CLAIMS

[0003] Claim 7 has been objected to and Applicant has amended the claim 7 in a manner believed fully responsive to all points raised by the Examiner, i.e., “A computer storage medium readable by a computer tangibly embodying a program of instructions executable by said computer for performing a method of composing network accessible services, said method comprising:...” Applicant respectfully requests the withdrawal of the objection to claim 7.

II. THE PRIOR ART REJECTIONS

A. The 35 U.S.C. § 103(a) Rejection over Caswell further in view of Mayer

[0004] Claims 1-5, 7-12 and 14-17 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Caswell et al., U.S. Pat. No. 6,336,138, (hereinafter “Caswell”), further in view of Mayer,

U.S. Pat. No. 7,003,562, (hereinafter “Mayer”).

[0005] The Examiner alleges that one of ordinary skill in the art would have been motivated to modify Caswell with the teaching from Mayer to form the invention of claims 1-5, 7-12 and 14-17. Applicant submits, however that these references would not have been combined and even if combined, the combination would not teach or suggest each element of the claimed invention.

[0006] Applicant traverses the Examiner’s rejection since, among other reasons, Caswell discloses editing a service model template to explicitly include nodes that capture the organizational dependencies, wherein the service model template is modified to define nodes that represent individual categories and dependencies that indicate the components of different categories. Mayer merely discloses analyzing a network configuration model according to a network policy and adding an entry to a final report each time a violation against the network policy in the network configuration model is detected to pinpoint the cause of any deviation from the network policy. However, Applicant’s claimed invention is directed towards composing an alternative abstract plan based on said evaluated instantiated plan violating predetermined constraints.

[0007] More specifically, Applicant submits, that neither Caswell, nor Mayer, nor any alleged combination thereof, teaches or suggests, “composing an alternative abstract plan based on said evaluated instantiated plan violating at least one of the predetermined constraints.” per Applicant’s independent claim 1, and similarly independent claims 7-8.

[0008] The Examiner alleges on page 3 of the Final Office Action that Caswell teaches, “(extract[ing] information from the service model instance to merge test information relevant to particular elements with default algorithm descriptions in order to generate a measurement agent specification for the ISP of interest, col. 17, lines 6-10; col. 8, lines 44-60; col. 15, line 55 - col.

16, line 26),” and alleges on page 4 of the Final Office Action that, “Caswell teaches composing an alternative abstract plan if the evaluated instantiated plan violates at least one of the predetermined constraints (col. 4, lines 47-67).”

[0009] The Examiner admits on page 3 of the Final Office Action that, “Caswell does not explicitly teach evaluating said instantiated plan for violations of predetermined constraints,” and alleges that Mayer discloses “evaluating said instantiated plan for violations of predetermined constraints (evaluating model base on the policy, col. 2, lines 36-56).”

[0010] First, Mayer merely discloses analyzing a network configuration model according to a network policy and adding an entry to a final report each time a violation against the network policy in the network configuration model is detected to pinpoint the cause of any deviation from the network policy. Nowhere in Mayer is there any teaching or suggestion that the identification of a violation of the network policy causes the “composition of an alternative abstract plan,” per Applicant’s claimed invention.

[0011] Second, Caswell fails to teach or suggest, the “composition of an alternative abstract plan based on any evaluation of any instantiated plan,” since Caswell clearly teaches that the service model template 34, (which the Examiner alleges is equivalent to Applicant’s claimed “abstract plan”), may be edited “to explicitly include nodes that capture the organizational dependencies” of a ISP of interest, wherein “the service model template could be modified to define nodes that represent the individual categories and dependencies that indicate the components of the different categories. Since the organizational structure varies from one ISP to another, the approach 15 would require that each ISP edit the service model templates to match their organizational structure.” (Caswell at column 18, lines 3-18.) Therefore, Caswell edits the service model template 34 based on organization structure information from the target ISP “so

that ISP operations personnel only view the status of services and service elements that are of relevance to the personnel,” column 17, line 64 to column 18, line 3. Nowhere does Caswell teach or suggest that the service model template 34 is edited based on any evaluation of a particular instantiated plan, *i.e.*, “service model instance 40.”

[0012] Therefore, Caswell fails to teach or suggest, “*composing an alternative abstract plan based on said evaluated instantiated plan.*” since editing the service model template 34 is input prior to and independent of any plan instantiation. Additionally, although Mayer identifies violations of network policies to pinpoint the cause of deviation from network policies, Mayer fails to teach, “*composing an alternative abstract plan based on...violating at least one of the predetermined constraints.*” per Applicant’s claimed invention.

[0013] Applicant traverses the Examiner’s allegation that the combination of the cited references teach or suggest Applicant’s claimed invention since Caswell fails to teach or suggest, “*composing an alternative abstract plan based on said evaluated instantiated plan.*” and Mayer fails to teach or suggest, “*composing an alternative abstract plan based on...violating at least one of the predetermined constraints.*” and thus, the combination of the two references fail to disclose all the elements of Applicant’s claimed invention. Therefore, Mayer fails to overcome the deficiencies of Caswell.

[0014] In summary, Caswell discloses editing a service model template to explicitly include nodes that capture the organizational dependencies, wherein the service model template is modified to define nodes that represent individual categories and dependencies that indicate the components of different categories. Mayer merely discloses analyzing a network configuration model according to a network policy and adding an entry to a final report each time a violation against the network policy in the network configuration model is detected to pinpoint the cause

of any deviation from the network policy. However, Applicant's claimed invention is directed towards composing an alternative abstract plan based on said evaluated instantiated plan violating predetermined constraints.

[0015] Therefore, Applicant respectfully requests the Examiner to reconsider and withdraw this rejection since the alleged prior art references to Caswell and Mayer (either alone or in combination) fail to teach or suggest each element and feature of Applicant's claimed invention.

B. The 35 U.S.C. § 103(a) Rejection over Caswell further in view of Mayer and Polan

[0016] Claims 6, 13 and 18 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Caswell et al., U.S. Pat. No. 6,336,138, (hereinafter "Caswell"), further in view of Mayer, U.S. Pat. No. 7,003,562 further in view of Polan et al., U.S. Pat. App. Pub. No. 2004/0068565, (hereinafter "Mayer and Polan").

[0017] The Examiner alleges that one of ordinary skill in the art would have been motivated to modify Caswell with the teaching from Mayer and Polan to form the invention of claims 6, 13 and 18. Applicant submits, however that these references would not have been combined and even if combined, the combination would not teach or suggest each element of the claimed invention.

[0018] The Examiner beginning on page 5 of the Final Office Action admits that "Caswell and Mayer do not explicitly teach the abstract plan is represented in a predetermined form using a web services composition language." The Examiner on page 6 of the Final Office Action alleges that, "Charisius teaches wherein the abstract plan is represented in a predetermined form using a web services composition language (paragraph 6)."

[0019] However, even assuming *arguendo* that the Examiner's position has some merit, Mayer and Polan fails to teach or suggest, "composing an alternative abstract plan based on said evaluated instantiated plan violating at least one of the predetermined constraints." per Applicant's independent claim 1, and similarly independent claims 7-8. Therefore, Polan fails to overcome the deficiencies of Caswell and Mayer.

[0020] Therefore, Applicant respectfully requests the Examiner to reconsider and withdraw this rejection since the alleged prior art references to Caswell and Mayer and Polan (either alone or in combination) fail to teach or suggest each element and feature of Applicant's claimed invention.

III. FORMAL MATTERS AND CONCLUSION

[0021] In view of the foregoing, Applicant submits that claims 1-3, 5-10 and 12-18, all of the claims presently pending in the application, are patentably distinct over the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

[0022] Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary in a telephonic interview.

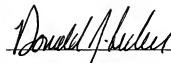
Application No. 10/727,672
Docket No. JP920030196US1

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[0023] The Commissioner is hereby authorized to charge any deficiency in fees or to credit any overpayment in fees to Assignee's Deposit Account No. 09-0441.

Date: March 30, 2009

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Donald J. Lecher", is written over a horizontal line.

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